

2007-2008

MASTER CONTRACT

Between

The

**FORT MADISON COMMUNITY SCHOOL
DISTRICT**

And

The

**FORT MADISON EDUCATION
ASSOCIATION**

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UNION EMPLOYMENT
RELATIONS BOARD

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ARTICLE I RECOGNITION

A. PERB Unit Description

The Board hereby recognizes the Fort Madison Education Association, as affiliate of the Iowa State Education Association, the Geode Education Association, and the National Education Association, as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument Case No. 73 issued by the PERB on the eleventh (11th) day of June, 1975, and amended by Case 1974 on June 9, 1981, by Case 2605 on May 22, 1984, and by Case 6000 on April 15, 1999. This shall include all such personnel on an authorized leave of absence and any position hereinafter created which is not supervisory or administrative in nature. A supervisory or administrative position is one whose responsibilities include authority in the interest of the Board to hire, assign, transfer, promote, discipline, or discharge members of the bargaining unit. The unit described in the above certification is as follows:

Included: teachers, guidance counselors, librarians, nurses, special education personnel hired by the Fort Madison Community School District, coordinators, head teachers, curriculum facilitators, core area leaders, and dean of students.

Excluded: activities director, nonprofessional staff secretaries, clerks, teacher associates, food service, bus drivers, maintenance, safety and custodial employees, and substitutes. All employees specifically prohibited by the Public Employment Relations Act including, but not limited to, principals and assistant principals.

B. Also included:

Employees, who have been assigned to work continuously more than one hundred and twenty (120) calendar days (excluding summer vacation) in an assignment, shall be covered by this Master Contract.

ARTICLE II GRIEVANCE PROCEDURE

A. Definition

A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of this agreement.

B. Purpose and Scope

1. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.
2. Failure of an employee (or in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
3. As used herein, "day" shall mean teacher employment day, except during the summer recess when it shall mean days on which the Board's business office is open.

4. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption of the instructional program and related work activities of the grieving employee or of the teaching staff.

C. Procedure

1. First Step. An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and the involved supervisor. When requested by the teacher, the Association representative may accompany the teacher to assist in the informal resolution of the grievance.
2. Second Step. If the grievance cannot be resolved informally, the grievant shall file the grievance in writing with the building principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance, if applicable, and shall state the remedy requested. The filing of the formal written grievance at the second step must be within twenty (20) days from the date of the occurrence of the event giving rise to the grievance. The building principal shall file an answer with the grievant and the Association within ten (10) days after such written grievance is filed.
3. Third Step. In the event a grievance has not been satisfactorily resolved at the second step, the grievant may file, within ten (10) days of the principal's written decision at the second step, a copy of the grievance with the superintendent. Within ten (10) days after such written grievance is filed, the grievant and the superintendent or designee shall meet to resolve the grievance. The superintendent or designee shall file an answer within ten (10) days of such grievance meeting and communicate it in writing to the employee and the Association. The grievant may be accompanied at such meeting with the representative. A representative of the Association may also attend such meeting.
4. Fourth Step. If the grievance is not resolved satisfactorily Step 3, there shall be available a fourth step of impartial binding arbitration. On behalf of the Association and the grieving employee, the Association may submit to the superintendent within thirty (30) days of receipt of the Step 3 answer a written request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) days, the Public Employee Relations Board (PERB) will be requested to provide a panel of at least seven (7) arbitrators from which a selection shall be made in accordance with its practices. The decision of the arbitrator shall be binding on the parties.
5. Expenses for the arbitrator's services shall be borne equally by the School District and the Association.
6. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusion on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this agreement.

D. Reprisals

No reprisals of any kind shall be taken by the Board or by the administration against a teacher because of his/her participation in this grievance procedure.

E. Class Grievance

A grievance involving two or more teachers may be initially filed by the Association at Step 2. If said grievance involves an administrator above the building level, two or more supervisors, or two or more buildings, said grievance may be filed by the Association at Step 3. The filing of the formal written grievance must be within thirty (30) days from the date of the occurrence of the event giving rise to the grievance.

F. By-Pass Provision

If the Association and the Superintendent agree, Step 2 of the grievance procedure may be by-passed and the grievance brought directly to Step 3.

G. Association Rights

The Association shall have the right to be present and to state its views at all stages of the grievance procedure after Step 1.

H. Grievance Processed after Expiration of Agreement

If a grievance is filed prior to the end of the contract term, it will be processed under the terms of this article even though the contract expires prior to the time the grievance is settled or submitted to binding arbitration.

ARTICLE III DUES DEDUCTION

A. Dues Deductions

1. Any employee once annually may deliver to the Board an assignment in writing duly executed by such employee authorizing payroll deductions of Association dues. As used herein, "dues" include any fees, assessments, or contributions.
2. Pursuant to such authorization, the Board shall deduct the amount of dues described therein from all paychecks from which voluntary deductions are normally made, commencing thirty (30) calendar days following receipt of such authorization, starting in October and continuing thru 15 consecutive paychecks, and provided further, that the amount to be deducted shall be constant for each deduction except that the last deduction shall be adjusted to provide the exact total to be deducted.
3. A dues authorization shall continue in effect according to its terms, provided such authorization shall be revocable by giving thirty (30) days notice to implement such revocation.
4. Termination of employment shall be deemed to include a Notice of Revocation of Authorization unless the employee shall otherwise advise the Board in writing.
5. The Board shall transmit to the Association president or designee the total Association dues so deducted within fifteen (15) calendar days of their deduction, provided the Association shall hold harmless and defend the Board against any action or claim of whatsoever nature in relation to such dues deduction, if the Board has made such dues deductions in compliance with this article.
6. Upon appropriate written authorization from the employee (during the months of September and January only), the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, savings bonds, credit unions, and/or United Way Fund contributions.

ARTICLE IV EMPLOYEE RIGHTS

A. Health and Safety

It is the responsibility of the Board to maintain school facilities in a proper and healthful condition. All employees shall call attention to unsafe or hazardous conditions to the building principal or to the superintendent in writing.

ARTICLE V WORK YEAR – HOLIDAYS

A. In-School Work Year

1. Days worked in addition to the district determined service year shall be compensated at the individual's per diem rate of pay.

This paragraph shall not apply to the following positions: teachers employed for a regularly scheduled summer school program, pre-kindergarten program, all summer extra duty activities, curriculum work, or any other special assignments.

2. Salary deductions shall be computed on the same basis as described in paragraph 1 above.

B. Holidays

Employees of the bargaining unit shall be entitled to three (3) paid holidays: Labor Day, President's Day, and Memorial Day.

C. Work Week

The work week shall include the days of Monday through Friday but exclude the days of Saturday and Sunday except with mutual consent of the Association and the Board.

ARTICLE VI HOURS

A. Work Day

The normal work day shall consist of seven and one-half (7 ½) consecutive hours per day including a thirty (30) minute duty free lunch period. On days preceding holidays or holiday vacation periods, the work day shall end at the close of the students' day.

Employees shall perform all duties and obligations of their assigned positions, exclusive of paid extra duty assignments, which pertained to those positions during the previous school year. Additional obligations shall be determined by agreement between the Association and the Board.

B. Inclement Weather

When school is delayed due to inclement weather, employees' reporting time will be delayed accordingly. Employees shall not be required to remain after students who ride the school bus have departed when school is dismissed early because of inclement weather. Employees shall not be required to report when student attendance is canceled because of inclement weather.

ARTICLE VII LEAVES

A. Sick Leave

1. All employees covered by this agreement shall be entitled to sick leave, with full pay, for each school year, in accordance with the following schedule: First year of employment - 20 days; second year of employment - 25 days; third year and all subsequent years of employment - 30 days. Sick leave shall be accumulated to a maximum of one hundred thirty (130) days.
2. A total of six (6) days per year may be used for illness of children living at home or home health care and/or out-patient care of immediate family members such as spouse, son, daughter, father, mother, mother-in-law,

father-in-law, and grandparents. Use of this leave for other than those listed may be approved by the superintendent.

3. The continued contractual service of a teacher shall not be affected because of absence while on leave as provided herein. Upon returning to service, the teacher will, if possible, be assigned to the same duties as were performed by him/her prior to the beginning of the leave.
4. Employees shall be given a written accounting of accumulated sick leave days on or before October 1 of each school year.
5. Sick leave may be used during any period of disability related to pregnancy.

B. Personal Leave

Each teacher shall be entitled to two (2) days of personal leave without loss of pay for matters which cannot be handled during non-school days or hours. Such leave shall be cumulative to four (4) days. Written notification for such leave shall be made to the superintendent or his/her designee at least two (2) teacher employment days prior to the desired onset of such leave, provided that in special circumstances notification may be made at a later time with an explanation of such special circumstance. Such leave shall not be granted during the employee's scheduled parent teacher conference days or during the first five (5) or last five (5) teacher employment days, except for special circumstances which shall be explained or for other reasons approved by the superintendent. No more than three (3) employees from any one elementary building, nor more than four (4) employees from the middle school, nor more than six (6) employees from the senior high school, nor more than eight (8) employees from the District shall be on personal leave on the same day.

C. Association Leave

In the event the Association desires to send representatives to national, state, or local conventions or meetings pertinent to Association affairs, a teacher or teachers shall be excused to attend such meetings or conventions to a maximum of twenty (20) days in the aggregate for the school year. The teacher(s) so attending shall be designated by the Association president, provided notice of intention to utilize such day(s) shall be given to the superintendent at least two (2) school days in advance of such usage, and provided that the frequency of excused leaves does not impair the quality of classroom instruction, and further provided that the Association shall reimburse the District for the cost of the substitute(s) of the teacher(s) utilizing such day(s).

D. Bereavement Leave

1. Up to five (5) days of leave shall be granted, at any one time, in the event of death of an employee's spouse, child, grandchild, parent, brother, sister, and foster parents. The superintendent may, at his/her discretion, grant additional days of paid leave.
2. Employees shall be granted up to three (3) days paid leave, at any one time, in the event of death of a grandparent or of an in-law. Employees shall be granted one (1) day paid leave, at any one time, to attend the funeral of a friend or relative outside the employee's immediate family. The superintendent may, at his/her discretion, grant additional days of paid leave.
3. Bereavement leave is not cumulative from year to year.

E. Emergency Leave

1. Up to five (5) days of leave shall be granted in any one school year without loss of pay for hospitalization, excluding cosmetic or similar elective procedures, of an employee's spouse, child, grandchild, parent, brother, sister, and foster parents. The superintendent may, at his/her discretion, grant additional days of paid leave.
2. Employees shall be granted up to three (3) days paid leave in any one school year in the event of hospitalization, excluding cosmetic or similar procedures, of a grandparent or of an in-law. The superintendent may, at his/her discretion, grant additional days of paid leave.

3. Emergency leave is not cumulative from year to year.

F. Leave of Absence

1. A leave of absence of up to one (1) semester, without pay, shall be granted by the Board to any employee upon written application, with reasonable notice, to the superintendent for the purpose of personal health, parental leave for newborns or placement of a child for adoption or foster care, or serious illness in the immediate family. Up to one (1) additional semester, if needed, shall be granted in accordance to the above.
2. A leave of absence of up to one (1) year, without pay, may be granted by the Board to any teacher with two (2) or more years continuous service with the District upon written application to the superintendent for the purpose of study programs of benefit to the educational objectives of the District.
3. A leave of absence of up to two (2) years, without pay, may be granted by the Board to any teacher with two (2) or more years continuous service with the District upon written application to the superintendent for the purpose of serving as an officer of the Iowa State Education Association or National Education Association.
4. The granting of leave in one instance shall not constitute a precedent for any other application.
5. While no additional benefits will be provided by the Board during such leave, the employee may purchase such benefits from the district's carrier at group rates.
6. Teachers on such leave shall give written notice to the superintendent of their intent to return by March 1 of the calendar year in which they intend to return.
7. The continued contractual service of a teacher shall not be affected because of absence while on leave as provided herein. Upon returning to service, the teacher will, if possible, be assigned to the same duties as were performed by him/her prior to the beginning of the leave.
8. Any teacher who has been employed a full semester or 90 days total with the school year shall be entitled to such advancement on the salary schedule as he/she would have had if the leave had not been granted.
9. Teachers on leaves of absence for purposes as approved in number one (1) above, may not be employed in the field of education while on leave without notifying the superintendent and Association.

G. Jury and Legal Leave

Any employee drawn for jury duty, or who is required to appear in court in response to a subpoena or lawsuit, or who is required by the District to appear in court, upon giving notification to the building principal, shall be provided such court time without loss of pay. However, no payment will be made to the employee for leave other than jury duty when:

1. The employee or another bargaining unit member is a party to legal action against the District.
2. The legal action is one in which the employee and/or the employee's spouse, parent, child are parties in the legal action.

3. The employee has engaged in behavior which is found to be contrary to Board policy or state or federal law.

Any employee who is paid compensation from the School District for leave as provided herein, shall make application to the appropriate court for witness or jury fees, and upon receipt of said fees shall pay such fees to the School District. This reimbursement applies only to witness and jury fees and not to mileage or other expenses.

H. Sick Leave Bank

A sick leave bank will be established at the beginning of the employee work year for the purpose of allowing participating employees access to additional sick leave days in the event of personal illness emergencies which cause an employee to exceed accumulated personal illness days.

At the beginning of the school year, employees will be given the opportunity to donate one personal illness leave day to the sick leave bank which will reduce the donor's total personal illness leave days by one. A school district prepared form will be used to collect and record the list of participants.

Employees who elect not to participate at the beginning of the school year will not be eligible to participate in the bank until the following school year.

Personal sick leave days unused in the sick leave bank by the end of the school year will cease to exist.

Any employee who is ill and who has exhausted personal sick leave days and who does not yet qualify for long term disability benefits may apply to a sick leave bank appeals committee for permission to use days placed in the sick leave bank. The applicant must have participated in the bank for the entire school year as specified in 2. above.

The sick leave bank committee will consist of the FMEA President and membership as determined by the FMEA.

Decisions of the sick leave bank committee will be considered as final with no right of appeal.

I. Other Leaves

At the sole discretion of the superintendent or designee, leaves in addition to these provided may be granted with or without pay for reasons deemed necessary and appropriate by the superintendent or designee and shall not be subject to the grievance procedure. The granting of Other Leaves is not precedential and shall be charged to the employees sick leave if granted with pay.

ARTICLE VIII EVALUATION PROCEDURE

A. Preamble

1. The Fort Madison Community School District is committed to a strong educational program. An effective employee evaluation system that focuses on the improvement of instruction is an important component of this educational program. The procedures of this article shall govern the process in all the schools of the district. The Iowa Teaching Standards and criteria are recognized as critically important to the evaluation process.

The following shall apply to all Tier levels. Within three weeks of the beginning of the school year the administrative staff shall advise each employee of the evaluation procedures and instruments to be used and who will have the primary responsibility to evaluate employee. Observations shall not be scheduled during the first five days or last five days of the school year, except in extenuating circumstances. The first

formative evaluation shall have a pre-conference that occurs at least 24 hours prior to the observation. All formative evaluations shall have a post-conference, which must be held within 5 days of the observation excluding any day that the employee or the evaluator shall be absent. The cumulative results of the formative evaluations, informal observations, and the cumulative professional portfolio, when applicable, shall be used to make a summative evaluation. At the beginning of the school year, the administration shall review the plan expectations, evaluation timelines and Evaluation Handbook with all employees in an in-service or other meeting.

B. Evaluation Tracks

1. Tier I (Probationary Track) for beginning teachers new to the profession or experienced teachers new to Iowa¹. This procedure is for employees serving under an initial license issued by the State of Iowa during the first two years of employment which may be extended to three years at the administrator's discretion. Termination is possible after each of the first three years in accordance with Iowa law.

There shall be a minimum of three formative evaluations each year (two prior to February 1 and a third prior to March 30) resulting in one summative evaluation each year (to be completed prior to April 15). One formal observation shall cover an extended duration of time (at least sixty consecutive minutes or the same period for at least two consecutive days). Informal observations may occur at the administrator's discretion and may be unannounced. Additional formal evaluations are done at the discretion of the evaluator. At the summative evaluation conference the first year, the evaluator shall identify in writing which standards shall need to be focused on in the second year. Teachers shall also create and maintain a Cumulative Professional Portfolio, which shall be due by March 1 of the second year. After the summative conference of the second year,

- a. Employees who have been recommended for a standard license shall be moved to Year B of the Tier II (Career Teacher Track).

Or

- b. Employees extended to a Tier I third year shall develop with their evaluator a plan in writing for meeting the standards during the third year. The evaluator shall have final decision of the plan. After the third year, employees shall be moved to Year B of Tier II (Career Teacher Track) or shall be terminated.

2. Tier I (Probationary Track) for non-beginning teachers: This procedure is for employees new to the District, having a standard license issued by the State of Iowa serving their first year of District employment, which may be extended to two years at the administrator's discretion. Termination is possible after each year in accordance with Iowa law.

There shall be a minimum of three formative evaluations each year (two prior to February 1 and a third prior to March 30) resulting in one summative evaluation each year (to be completed prior to April 15). After one year employees shall be placed on

- a. Year A Tier II (Career Track)

Or

- b. Extended to another year of probation with a minimum of three formative evaluations (two prior to February 1 and a third prior to March 30) resulting in one summative evaluation (to be completed prior to April 15). Teachers shall also create and maintain a Cumulative Professional Portfolio, which shall be due by March 1. After the second probationary year, the employee shall be moved to Year B Tier II (Career Track) or shall be terminated.

¹The parties recognize that under Iowa law a teacher is probationary per Code §279.19 during the first three consecutive years of employment unless the employee has previously/successfully completed a probationary period in another Iowa school district then the probationary period is one year. A probationary period may be extended for one year with the consent of the teacher.

3. Tier II (Career Track): The focus is on professional development and ongoing growth in mastery of the Iowa Teaching Standards. This track consists of a three-year cycle: year A, year B, and year C.
 - a. Year A shall be a performance review year. A performance review is a summative evaluation for the purpose of assisting teachers in making continuous improvement and documenting continued competence in the Iowa Teaching Standards. During the performance review year, there shall be a minimum of two formative evaluations of classroom performance (a first by November 15 and a second by March 15) culminating in one summative evaluation. The evaluation should be determined by the information collected during the continuous assessment of each employee's overall performance over the three-year cycle. Additional formal evaluations are done at the discretion of the evaluator. By March 30 the employee shall submit a Performance Review Report on their career development plan and a Cumulative Professional Portfolio containing evidence of the Iowa Teaching Standards, which have been requested by the administrator in writing at the second post-conference. All materials and evidence will be returned to the employee after the summative conference. By April 15 a summative evaluation conference shall be held. At the end of the performance review, the employee shall choose a maximum of one criterion and the administrator shall choose a maximum of three criteria (as outlined in the evaluation handbook) for the individual career development plan to be developed in Year B.
 - b. Year B shall be a self-improvement year. During Year B, the employee shall develop an individual career development plan based on criteria chosen at the Year A performance review and the building and district student achievement goals using the Individual Career Development Plan form included in the evaluation handbook. The Individual Career Development Plan and the District Career Development Plan should be closely aligned. Unless the summative and formative components of the employee evaluation indicate the employee has additional training needs, the individual plan should address the same skills or practices that are being studied as part of the district plan. The plan shall include specific goals, rationale, the process including a time line, expected learning, resources needed, and how the plan shall be evaluated. By September 15, the employee shall meet with the administrator and shall present a draft plan for the administrator's approval. If during the term of the plan, the employee wishes to modify the plan proposed, the administrator must approve changes and a revised plan must be submitted. Either the employee or the administrator may initiate informal discussions of the progress of the plan. By April 30 the employee and administrator shall meet to review progress in meeting the goals of the plan and make any revisions for Year C. Employees shall document progress to the building administrator on the Annual Update form included in the evaluation handbook.
 - c. Year C shall be a self-improvement year. During Year C employees shall continue their individual career development plan. By April 30 the employee and administrator shall meet to review progress in meeting the goals of the plan and make any revisions for Year A. Employees shall document progress to the building administrator on the Annual Update form included in the evaluation handbook.
4. A Tier II teacher may be placed on Intensive Assistance at anytime that the administrator determines that the teacher is not making adequate growth and/or is failing to meet one or more of the Iowa Teaching Standards. The administrator must use a written notice, which (a) defines the problem, (b) spells out the required level of proficiency or performance, which shall correct the problem, and (c) states the deadline by which the problem must be resolved. They will comply with the intensive assistance requirements under 284.8 of the Iowa Code as amended.
5. Informal evaluations, which may be unannounced, may occur at anytime and are to be considered as part of the evaluation process. Significant issues will be brought to the employee's attention in writing.

6. An Employee has the right to respond in writing to an evaluation and, if the employee chooses to do so, the response must be made within twenty-five (25) days of the receipt of the document.
7. A non-probationary employee who has been evaluated has the right to grieve said evaluation(s) as unfair, unjust, and/or inaccurate if the total evaluation is rated as unsatisfactory. The timelines and procedures of Article II shall apply. A probationary teacher cannot grieve their evaluation during the time that they are on probationary status as described in footnote 1.
8. Any *formal* evaluation of activities and/or extra duty assignments shall be conducted using the forms enclosed in the Evaluation Handbook.

ARTICLE IX TRANSFERS-REALIGNMENT-REASSIGNMENT

A. Definitions

1. Reassignment - Any change in an employee's assignment that is not covered by the definition of transfer or realignment shall be a reassignment. Reassignment is administrative in nature and represents the administrative right of assignment of an employee to a position to which the employee is qualified.
2. Realignment - Any realignment occurs when a bargaining unit position has been eliminated or reduced, but there is no layoff of employees.
3. Vacancy - A vacancy is any assignment that an employee leaves for reason of long term leave, staff reduction, reassignment, resignation, termination, transfer, or other cause, which partially or entirely remains in existence within the District, or when a new position is created by the District.
4. Transfer - A transfer is the movement of an employee into a vacant position more than one grade level from the employee's current position (K-6); in another subject area; or from building to building, from one building to more than one building, or from more than one building to one building.
 - a. A voluntary transfer is a transfer requested by the employee.
 - b. An involuntary transfer is a transfer not initiated at the employee's request.

In accordance with this article, bargaining unit positions shall be filled in this order: 1) reassignment; 2) realignment; 3) recall; 4) voluntary transfer; 5) involuntary transfer; 6) new hire.

B. Realignment

1. Notification - Employees to be realigned shall be notified in writing by April 30 when known. If a resignation occurs after April 30, any realigned employee shall be notified in writing as promptly as circumstances permit. Such employee may submit his/her resignation which shall be accepted by the Board if prior to July 1. After July 1, the resignation shall be accepted by the Board if a suitable replacement is available.
2. Order - Employees shall be realigned by reducing the least senior employee from the subject area classification or grade level in the affected building and placing such employee in an unfilled position for which the employee is certified and/or qualified. Subject area classifications are defined in Article X Staff Reduction.

If more than one position is realigned, first and subsequent choices of the available positions shall be determined by seniority of the realigned employees. Said choices shall not be made until all employees to be realigned as of April 30 have been notified.

C. Notification of Vacancies

1. A vacancy or vacant position exists for purposes of posting after the following and in this order: 1) realignment and reassignment of current employees; 2) recall of employees according to provisions of Article X Staff Reduction.
2. The superintendent or designee shall have posted in all school buildings a notice of all vacant positions as they occur or as they are anticipated. Where appropriate, such notice shall be accompanied by a job description and a statement of minimum qualifications and salary range. Except in case of emergency, no vacant position shall be filled on a permanent basis without such vacant position having been posted at least ten (10) school days, so as to allow for processing of applications.
3. During the summer vacation, vacant position notices shall be mailed to the Association and employees requesting the same in writing providing the employee holds certification approvals to teach in the area of the vacancy.
4. Vacant position notices shall be mailed during the recall period to reduced employees requesting the same in writing providing the employee holds certification approvals to teach in the area of the vacancy.

D. Voluntary Transfer

1. Any employee presently eligible for continuing contractual service in the coming school term may apply for transfer to where a vacant position exists. Such application shall be in writing to the superintendent or designee. The superintendent or designee shall notify a transfer applicant of the disposition of his/her request within thirty (30) calendar days of said posting deadline.
2. Criteria for the granting of such transfer will be length of full-time service and the instructional requirements of the District.
3. Between July 8 and September 1, if a position becomes vacant, employee application for transfer to such vacancies shall be considered along with applications from non-employees. The filling of the vacancy shall be based upon the needs and best interests of the district as determined by the employer.

E. Involuntary Transfer

Involuntary transfers shall be made on the basis of the least senior qualified employee. Any employee involuntarily transferred will be notified in writing by April 30. If a resignation occurs after April 30, any employee to be involuntarily transferred shall be notified in writing as promptly as circumstances permit. An employee involuntarily transferred shall be afforded an opportunity to discuss such transfer with an appropriate administrator prior to the transfer and shall receive consideration in any requested transfer for future vacant positions at his/her request. In the case of involuntary transfer, such employee may submit his/her resignation which shall be accepted by the Board if prior to July 1. After July 1, the resignation shall be accepted by the Board if a suitable replacement is available.

An employee realigned or involuntarily transferred shall for two (2) school terms receive preference in voluntary transfer to a vacant position that would return the employee to his/her original building or subject area. If more than one employee qualifying for said preference requests a transfer to the same vacancy, length of full-time service shall be the deciding factor.

F. Assignment Exchange

Employees who mutually agree to exchange all or parts of assignments may make written application to the Superintendent by May 15. Such requests shall be honored unless they conflict with the instructional requirements of the district. The superintendent may, at his/her discretion, accept and grant requests after the May 15 deadline.

G. Grievability

Should a grievance be pursued to arbitration concerning voluntary transfers, it shall be recognized that the arbitrator's sole rationale shall consist of whether there was a transfer made for arbitrary and capricious reasons. The arbitrator

shall not be empowered to order any remedy should it be found that there were no arbitrary or capricious reasons involved in the transfer decision.

ARTICLE X STAFF REDUCTION

A. Staff Reduction

1. Criteria for selection of staff members to be released or reduced will be within classes:
 - a. The two (2) levels of professional assignments shall be separate and distinct. Elementary teachers, based on certification, shall be considered those teachers teaching pre-school through 6th grade. Secondary teachers shall be considered those teachers teaching 7th through 12th grades.
 - b. Persons working in the following areas - guidance, music, art, P.E., library, alternative education - shall be considered on the basis of their certification.
 - c. Special education teachers will be considered on the basis of their grade-level certification and endorsement area(s).
 - d. Teachers certified and who have taught in the Fort Madison system for at least two (2) full years (full- or part-time) in another subject area other than the present assignment, or who are certified and now assigned in more than one (1) subject area, will have full seniority rights in each of those subject areas.
2. Teachers in this District shall be reduced on the basis of seniority.
3. Teachers on leave shall be subject to the same criteria.
4. Teachers whose contracts have been reduced to less than full-time employment per this Article shall remain on recall until they are restored to a full-time position per section 5 of this Article.
5. If the Board of Education increases the number of teachers, reinstates programs, or has a teacher resign, retire, or take a leave of absence with two (2) school terms after the dismissal, the Board shall first offer re-employment to the most senior teacher certified for the position. A teacher's failure to respond affirmatively within ten (10) calendar days after receipt of the Board letter sent by certified mail to the teacher's address on file with the Board of Education or by personal delivery recalling such teacher shall result in termination of the teacher's right of recall hereunder. Teachers who refuse recall to a position with fewer hours or less pay than held at the time of layoff will retain recall rights.
6. Any supervisory assignment that needs to be filled by other than staff currently under contract shall be assigned on the basis of recall of the most senior staff member. However, the employer shall not be required to recall the most senior staff member solely to fill a supervisory assignment where such supervision assignment is part of a specific teaching position in a specific curriculum area.
7. Teachers who are reduced in accordance with this policy shall be allowed to maintain group health and life insurance by paying their premiums to the business office during the recall period, provided, however, it is acceptable to the carrier.
8. Upon recall, teachers who are reduced in accordance with this policy shall be entitled to advance on the salary schedule to the step above the one in effect at the time of their release, plus experience gained in another school system.
9. Upon recall, teachers who are reduced in accordance with this Article shall regain the unused accumulated

sick leave and personal leave he/she had at the time of termination.

ARTICLE XI SENIORITY

A. Definition

"Seniority", as used in this Agreement, shall mean an employee's continuous length of service with the Fort Madison Community School District from his/her latest date of employment in positions currently included in the bargaining unit. Periods of approved unpaid leaves of absence shall not be included in computing an employee's length of service; however, seniority will not be broken by such leaves. When date of employment is the same between or among employees, date of hire shall determine seniority. Seniority determination date shall be the date that the contract was signed by the employee, or in the absence of a date, the date the contract is received at the Central Office.

B. Loss of Seniority

The seniority of an employee shall terminate if the employee resigns, is terminated, is laid off and not recalled within the time period as provided in Article X Staff Reduction, or fails to respond to a recall notice as provided in Article X.

C. Seniority List

On or about September 30 of each school year, the superintendent will provide the Association with a list showing the seniority of each employee employed by the Board and will update the list at the beginning of the second semester.

D. Seniority Distinction

In the event that a distinction must be made between employees with the same seniority determination date, the following criteria shall be used in order until a distinction is found.

1. Number of years at current grade level or subject area in Fort Madison school system.
2. Total years teaching experience.
3. Highest degree earned.
4. Number of graduate hours beyond issuance of latest degree.
5. Smaller value of the total of all digits in employee's nine-digit social security number.

For example:

Employee A, SS#512-44-3725 – $5+1+2+4+4+3+7+2+5=33$

Employee B, SS#409-75-8119 – $4+0+9+7+5+8+1+1+9=44$

Employee A should be more senior than Employee B.

ARTICLE XII INSURANCE

A. Health and Major Medical Insurance

The Board shall provide, through a 125 cafeteria plan, a medical/dental insurance plan for employees who are under continuing contract and who are employed half-time or more (excluding supplemental and extra-duty assignments) and the employee's immediate family (spouse and unmarried children living at home or attending college). Each employee shall receive the cost of a single premium for medical/dental.

An employee may choose not to select medical insurance if they present evidence that they have comparable coverage as a dependent on a spouses policy and if they select wrap around coverage.

Any excess district dollars not applied to coverages available in the cafeteria plan shall be taken as salary and distributed equally in accordance to Article XIII, Section A.

In case of a shared position employee, each shall receive a pro-rata amount toward the cafeteria plan.

Specifications shall be as follows:

1. Hospitalization for a maximum of three hundred sixty-five (365) days at semi-private room rates with convalescent care at one-half (1/2) the rate for double the number of days with inpatient diagnostic.
2. Intensive care at prevailing rates for a maximum of three hundred sixty-five (365) days.
3. Supplemental benefits to include cost of special facilities and medical supplies for a maximum of three hundred sixty-five (365) days. Ambulance service is to be included as one of these supplemental benefits when recommended by the physician.
4. Surgical benefits at the usual and customary rates.
5. \$2,000,000 lifetime major medical benefits.
6. Maternity care including prenatal and postnatal care.
7. Outpatient care including outpatient diagnostic care.
8. Dental benefits of one thousand dollars (\$1,000) maximum per period and orthodontic care to a separate maximum of one thousand dollars (\$1,000) with a 50/50 co-insurance.
9. Chiropractic services eligible for coverage under the group policy.
10. Inpatient and outpatient care for mental disorders, chemical dependency, and/or alcoholism will be provided subject to coverage provided by the selected carrier.
11. Covered and eligible benefits as provided by the insurance plan will be subject to (unless otherwise noted) an annual deductible five hundred dollars (\$500) per person or one thousand dollars (\$1,000) per covered family. After the deductible has been paid, the employee or covered family member pays (unless otherwise noted) twenty percent (20%) and the insurance provider eighty percent (80%) of the remaining expenses up to an out-of-pocket maximum of fifteen hundred dollars (\$1,500) per person or three thousand dollars (\$3,000) per family, per year, only for major medical and does not cover prescriptions.

B. Life Insurance

Each employee shall be covered by a term life insurance policy to include double indemnity for accident death.

C. Disability Insurance

Each employee shall be covered by a long term disability insurance program which provides the following minimum coverage:

1. Benefits of at least seventy percent (70%) of contract salary to a monthly maximum of three thousand dollars (\$3,000).
2. A minimum monthly benefit of one hundred dollars (\$100).
3. A qualification period of the elimination of sick leave, or a minimum of twenty (20) days, whichever is more.
4. Reduction of benefits for no more than Social Security, Worker's Compensation, other disability benefits, and salary continuance benefits.
5. A Social Security coordination freeze.
6. Recurring disability within six months.

D. Liability Insurance

All employees shall be covered by a school financed liability insurance covering job-related performance of duties, including any assigned duties relating to extra-curricular activities.

E. Descriptions

The Board will provide employees a description of the insurance coverage provided herein on or before October 1 of each school year unless said information is not available from the carrier.

F. Selection of Provider

In the event the Board or the Association foresees a necessity for a change in insurance provider, either party may request negotiations be opened for this purpose. The other party shall agree to enter into such negotiations. Any change of carrier shall provide insurance coverage comparable to that in effect at the time of this Agreement as agreed upon by a joint committee of the Board and Association. The committee will be of equal representation, a minimum of three each.

G. Coverage

The Board-provided insurance programs shall be for twelve (12) consecutive months, beginning on the first day of the plan year.

ARTICLE XIII COMPENSATION

A. Pay Periods

All employees shall be paid in twenty-six (26) equal installments on alternate Fridays. The first installment will be two weeks following the last installment of the previous year's contract. Employees shall receive their checks at their regular building and on regular school days. During the summer recess the teacher may designate an address to which the check shall be mailed. When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their pay checks on the last working day prior to the holiday, vacation, or weekend.

B. Increments

1. Each employee shall be granted one (1) increment or vertical step, in addition to his/her present placement, on the schedule for each year of service until the maximum for his/her educational classification is reached.
2. A year of service consists of employment in the Fort Madison Community School District for a full semester or ninety (90) teaching days or more in one school year.
3. Any employee shall receive, in addition to his/her annual salary, a career increment one year after he/she reaches the bottom of his/her current lane and said payment shall continue until retirement or separation from

the District. This payment shall be 4.0% for BA+27, MA, MA+15, and MA+30.

C. Educational Lanes

1. Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another he/she must:
 - a. File a letter of intent to change lanes by April 1 of the preceding school year.
 - b. File suitable evidence of additional educational credit with the superintendent no later than thirty (30) days after the beginning of the first semester and pay adjustments shall be retroactive to the beginning of the contract year.

D. Beginning of Benefits

Employees hired during the school year will receive prorated benefits in the same proportion as the days of service compared to the days of service of an employee who worked the entire school year.

E. Extra-Curricular (Activities and Supplemental Assignments)

1. Extra duty positions, determined and approved by the Board, shall be paid in accordance with the extra-curricular pay schedule included in this agreement. However, when the Board determines that it is in the best interest of the District to eliminate an activity position, the employee contracted to sponsor said activity shall resign said activity sponsorship upon request without jeopardy to the balance of his/her teaching contract. Should said position be reinstated, the resigning teacher shall have first option for the position.
2. Initial assignments shall be on a volunteer basis. The employee shall be allowed to resign the position after one year of service and the Board shall accept such resignation. However, the employee may be reappointed in accordance with Item Number 3.
3. The superintendent may assign the least senior qualified employee who has no more than one current extra-curricular assignment.

F. Re-Opener Clause

The Board and the Association agree that in the event the District realizes additional general fund monies, other than regular foundation monies, which can legitimately be spent for salaries (legislative funds specifically earmarked for purposes other than salary shall be excluded) due to action of the Iowa Legislature, or in the event the District realizes additional foundation monies over \$224,564 for the 2007-08 contract year, 55 percent of the increase shall be applied to the current year's teacher/nurse salary schedules. Funds which may be received by the District by reason of an Instructional Support Levy shall not be cause to re-open this contract. The Board and the Association further agree that, in the event the District realizes additional funding specifically earmarked for the purpose of providing teacher/nurse salary increases, 100 percent of such increase shall be applied to that year's teacher/nurse salary schedule after deductions for the district's share of FICA and IPERS has been made.

The Board and Association agree that Phase II monies of \$217,691 have been included in the base salary beginning with the 1989-90 agreement. Further, if Phase II monies are redistributed to the district from miscellaneous income to allowable growth monies (general financial formula), such will not be included nor considered as new monies for salary purposes or any purpose of the re-opener clause.

G. **Base Schedule 2007-2008**
Generator Base = \$28,670

	BA		BA+9		BA+18		BA+27		MA		MA+15		MA+30	
STEP	1		2		3		4		5		6		7	
1	1.08	30,964	1.12	32,110	1.16	33,257	1.20	34,404	1.24	35,551	1.28	36,698	1.32	37,844
2	1.12	32,110	1.16	33,257	1.20	34,404	1.24	35,551	1.28	36,698	1.32	37,844	1.36	38,991
3	1.16	33,257	1.20	34,404	1.24	35,551	1.28	36,698	1.32	37,844	1.36	38,991	1.40	40,138
4	1.20	34,404	1.24	35,551	1.28	36,698	1.32	37,844	1.36	38,991	1.40	40,138	1.44	41,285
5	1.24	35,551	1.28	36,698	1.32	37,844	1.36	38,991	1.40	40,138	1.44	41,285	1.48	42,432
6	1.28	36,698	1.32	37,844	1.36	38,991	1.40	40,138	1.44	41,285	1.48	42,432	1.52	43,578
7	1.32	37,844	1.36	38,991	1.40	40,138	1.44	41,285	1.48	42,432	1.52	43,578	1.56	44,725
8	1.36	38,991	1.40	40,138	1.44	41,285	1.48	42,432	1.52	43,578	1.56	44,725	1.60	45,872
9	1.40	40,138	1.44	41,285	1.48	42,432	1.52	43,578	1.56	44,725	1.60	45,872	1.64	47,019
10	1.44	41,285	1.48	42,432	1.52	43,578	1.56	44,725	1.60	45,872	1.64	47,019	1.68	48,166
11	1.48	42,432	1.52	43,578	1.56	44,725	1.60	45,872	1.64	47,019	1.68	48,166	1.72	49,312
12			1.56	44,725	1.60	45,872	1.64	47,019	1.68	48,166	1.72	49,312	1.76	50,459
13					1.64	47,019	1.68	48,166	1.72	49,312	1.76	50,459	1.80	51,606
14							1.72	49,312	1.76	50,459	1.80	51,606	1.84	52,753
15							1.76	50,459	1.80	51,606	1.84	52,753	1.88	53,900
16											1.88	53,900	1.92	55,046
17													1.96	56,193
CAR INC							1.040	52,478	1.040	53,670	1.040	56,056	1.040	58,441

H. Activities

COACHING

High School	1	2	3	4	5	6	7	8
HEAD FOOTBALL	12.44	13.07	13.71	14.34	14.97	15.60	16.23	16.86
Assistant Varsity	8.35	8.82	9.29	9.77	10.24	10.71	11.18	11.65
Junior Varsity	8.35	8.82	9.29	9.77	10.24	10.71	11.18	11.65
Freshman	8.35	8.82	9.29	9.77	10.24	10.71	11.18	11.65
HEAD B BASKETBALL	12.44	13.07	13.71	14.34	14.97	15.60	16.23	16.86
Assistant Varsity	8.35	8.82	9.29	9.77	10.24	10.71	11.18	11.65
Junior Varsity	8.35	8.82	9.29	9.77	10.24	10.71	11.18	11.65
Freshman	8.35	8.82	9.29	9.77	10.24	10.71	11.18	11.65
HEAD G BASKETBALL	12.44	13.07	13.71	14.34	14.97	15.60	16.23	16.86
Assistant Varsity	8.35	8.82	9.29	9.77	10.24	10.71	11.18	11.65
Junior Varsity	8.35	8.82	9.29	9.77	10.24	10.71	11.18	11.65
Freshman	8.35	8.82	9.29	9.77	10.24	10.71	11.18	11.65
HEAD WRESTLING	12.44	13.07	13.71	14.34	14.97	15.60	16.23	16.86
Assistant Varsity	8.35	8.82	9.29	9.77	10.24	10.71	11.18	11.65
HEAD BASEBALL	12.44	13.07	13.71	14.34	14.97	15.60	16.23	16.86
Assistant Varsity	8.35	8.82	9.29	9.77	10.24	10.71	11.18	11.65
Junior Varsity	8.35	8.82	9.29	9.77	10.24	10.71	11.18	11.65
HEAD SOFTBALL	12.44	13.07	13.71	14.34	14.97	15.60	16.23	16.86
Assistant Varsity	8.35	8.82	9.29	9.77	10.24	10.71	11.18	11.65
Junior Varsity	8.35	8.82	9.29	9.77	10.24	10.71	11.18	11.65
HEAD TRAINER	12.44	13.07	13.71	14.34	14.97	15.60	16.23	16.86
Assistant Trainer	5.91	6.22	6.54	6.86	7.17	7.49	7.80	8.12
HEAD VOLLEYBALL	9.29	9.92	10.55	11.18	11.81	12.44	13.07	13.70
Junior Varsity	7.57	8.04	8.51	8.98	9.45	9.92	10.40	10.87
Freshman	7.57	8.04	8.51	8.98	9.45	9.92	10.40	10.87
HEAD B TRACK	9.29	9.92	10.55	11.18	11.81	12.44	13.07	13.70
Assistant Varsity	7.57	8.04	8.51	8.98	9.45	9.92	10.40	10.87
HEAD G TRACK	9.29	9.92	10.55	11.18	11.81	12.44	13.07	13.70
Assistant Varsity	7.57	8.04	8.51	8.98	9.45	9.92	10.40	10.87
HEAD X-COUNTRY	9.29	9.92	10.55	11.18	11.81	12.44	13.07	13.70
HEAD SOCCER	9.29	9.92	10.55	11.18	11.81	12.44	13.07	13.70
Junior Varsity	8.35	8.82	9.29	9.77	10.24	10.71	11.18	11.65
HEAD B TENNIS	7.72	8.35	8.98	9.61	10.24	10.87	11.50	12.13
HEAD G TENNIS	7.72	8.35	8.98	9.61	10.24	10.87	11.50	12.13
HEAD GOLF	7.72	8.35	8.98	9.61	10.24	10.87	11.50	12.13

Middle School	1	2	3	4	5	6	7	8	9	10
8 FOOTBALL	4.92	5.24	5.56	5.88	6.20	6.52	6.84	7.16	7.48	7.80
7 FOOTBALL	4.92	5.24	5.56	5.88	6.20	6.52	6.84	7.16	7.48	7.80
8 B BASKETBALL	4.92	5.24	5.56	5.88	6.20	6.52	6.84	7.16	7.48	7.80
7 B BASKETBALL	4.92	5.24	5.56	5.88	6.20	6.52	6.84	7.16	7.48	7.80
8 G BASKETBALL	4.92	5.24	5.56	5.88	6.20	6.52	6.84	7.16	7.48	7.80
7 G BASKETBALL	4.92	5.24	5.56	5.88	6.20	6.52	6.84	7.16	7.48	7.80
8 WRESTLING	4.92	5.24	5.56	5.88	6.20	6.52	6.84	7.16	7.48	7.80
7 WRESTLING	4.92	5.24	5.56	5.88	6.20	6.52	6.84	7.16	7.48	7.80
B TRACK	4.92	5.24	5.56	5.88	6.20	6.52	6.84	7.16	7.48	7.80
G TRACK	4.92	5.24	5.56	5.88	6.20	6.52	6.84	7.16	7.48	7.80
8 VOLLEYBALL	4.92	5.24	5.56	5.88	6.20	6.52	6.84	7.16	7.48	7.80
7 VOLLEYBALL	4.92	5.24	5.56	5.88	6.20	6.52	6.84	7.16	7.48	7.80
SOCCER	4.92	5.24	5.56	5.88	6.20	6.52	6.84	7.16	7.48	7.80
X-COUNTRY	4.92	5.24	5.56	5.88	6.20	6.52	6.84	7.16	7.48	7.80

OTHER ACTIVITIES

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
S.H. INSTRUMENTAL	8.96	9.23	9.50	9.77	10.04	10.31	10.58	10.85	11.12	11.39	11.66	11.93	12.20	12.47	12.74
S.H. VOCAL	7.85	8.12	8.39	8.66	8.93	9.20	9.47	9.74	10.01	10.28	10.55	10.82	11.09	11.36	11.63
NEWSPAPER	7.85	8.12	8.39	8.66	8.93	9.20	9.47	9.74	10.01	10.28	10.55	10.82	11.09	11.36	11.63
ANNUAL	7.85	8.12	8.39	8.66	8.93	9.20	9.47	9.74	10.01	10.28	10.55	10.82	11.09	11.36	11.63
M.S. INSTRUMENTAL	7.28	7.55	7.82	8.09	8.36	8.63	8.90	9.17	9.44	9.71	9.98	10.25	10.52	10.79	11.06
SPEECH	4.10	4.30	4.50	4.70	4.90	5.10	5.30	5.50	5.70	5.90	6.10	6.30	6.50	6.70	6.90
DEBATE	4.10	4.30	4.50	4.70	4.90	5.10	5.30	5.50	5.70	5.90	6.10	6.30	6.50	6.70	6.90

CHEERLEADER

	1	2	3	4	5
VARSITY	5.19	5.59	5.99	6.39	6.70
JR. VARSITY	4.94	5.34	5.74	6.14	6.54
9TH GRADE	4.94	5.34	5.74	6.14	6.54

I. Supplemental Schedule (following percentages are of the base salary)

Schedule	% of Base
Concession Mgrs. (2).....	3.73
Freshman Class	1.50
Sophomore Class	2.50
Junior Class (2).....	4.00
Senior Class	4.00
FHA	1.65
SH Student Government Coordinator	2.60
National Honor Society	1.65
School Patrol.....	2.52
Drama	4.17
SH Show Choir	5.46
SH Jazz/Pep	5.46
Dance Team	4.07
Key Club.....	6.15
MS Student Council.....	4.15
MS Cheerleader/Pep Squad (2).....	2.94
MS Vocal Music	3.27
Elem. Vocal Music Gr. 4-6 (4)	1.19
Elem. Inst. Music	7.18
Elem. Core Chair (10).....	2.36
SH Core Areas (4).....	4.53
SH Dept. Head (2)	6.70
MS Core Areas (4).....	2.36
Building Computer Technician.....	6.00
C.L.C. Coordinator	6.70
Child Health Fund	1.27
HS Weight Room Supervisor (1-3) total of.....	9.00
Flag Sponsor.....	4.07
Early Bird Class	
1/7 of classroom salary if extra assignment	

J. Supervision Schedule - Jr/Sr High

Ticket Sellers & Takers.....	17.00
Supervisors	17.00
Scoreboard Operators.....	17.00
G.B.B. Chaperon	17.00
G. Tr. Chaperon	17.00
Play Chaperon.....	17.00
Scorer.....	17.00
Scorer/Statistician	17.00
Bus Chaperon	
R.T. up to 70 miles	21.00
R.T. up to 110 miles	23.50
R.T. over 100 miles.....	26.00

K. Nursing Schedule

Nursing personnel shall be compensated at an annual rate as per schedule outlined below. Progression shall be through step increases.

Step	Ratio to Teachers' BA Base
1	.900
2	.925
3	.950
4	.975
5	1.000
6	1.025
7	1.050
8	1.075
9	1.100
10	1.125
11	1.150

Fringe benefits and other provisions shall be as set forth in this Agreement.

Each school nurse shall be allowed two dollars (\$2.00) per day for the use of his/her individual car for the purpose of transporting sick or injured students.

A nurse receiving his/her BA or BS degree will be placed on the teachers' salary schedule as follows:

1 to 3 years in district	Generator Base
4 to 6 years in district	BA, Step 1
7 to 9 years in district	BA, Step 2
10 or more years in district	BA, Step 3

L. Academic Credit Test Writing or Administration

Any teacher who becomes involved with academic credit testing shall be eligible for a stipend of \$20 per hour for the hours necessary outside the school day, as approved by the building principal, to write or administer the test.

ARTICLE XIV NO STRIKE/FINALITY CLAUSE/MGMT. RIGHTS

A. No Strike

The Association will not cause or authorize or encourage its members to cause any strike, stay-in, or slowdown affecting any site operated by the Board of Education, or any curtailment of work to restriction of service. The Board shall not lock out its employees.

B. Finality Clause

This Agreement constitutes the entire Agreement between the parties hereto and any modification of this Agreement shall be in writing and duly executed by both parties hereto. Such modifications may be made at any time by mutual agreement. In the absence of such agreement, neither party hereto shall have any duty or obligation to bargain with respect to any changes, modifications, or additions to the Agreement during its life.

C. Management Rights

1. It is understood that the administration and Board of Education are not restricted in the establishment of rules, regulations, policies, procedures, and guidelines for the operation of the district except as limited by this contract or interpretations of this contract as established by the PERB or grievance arbitration, courts, or any governmental agency authorized to review and/or interpret this contract.
2. Any single act or decision by the administration or the Board of Education shall not serve as a precedent for future acts or decisions.

**ARTICLE XV
COMPLIANCE CLAUSES & DURATION**

A. Individual Contracts

Any individual contract between the board and an individual employee, heretofore and hereafter executed, shall be subject to this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

B. Separability

If any provision of this Agreement shall be declared illegal by a court of competent jurisdiction, then such provision shall be deleted from this Agreement to the extent that it violates the law. The remaining provisions shall remain in full force and effect.

C. Printing Agreement

Copies of the Agreement shall be printed and distributed at the expense of the Board in a format as the parties agree. Printed copies shall be distributed to each staff member at the time individual contracts are issued or within two weeks of the Association ratification and Board approval, whichever time is earlier. The Association shall pay the pro-rata cost of requested copies in excess of 275.

D. Notices

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association, the Board at 1930 Avenue M, Fort Madison, Iowa 52627.

2. If by Board, to Association at 106 North Court, Ottumwa, IA 52501.

E. Duration

The agreement will be effective as of July 1, 2007 and will continue in effect until midnight June 30, 2008 except for Article XII - Insurance, Article XIII - Compensation, each party may open two additional articles including any new articles, and any other articles to which both parties mutually agree will be renegotiated for the 2008-09 school year.

F. Signature Clause

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 1 day of August, 2007.

Fort Madison Education Association

By Julie Moon - Its President

By Randy Jar - Its Chief Negotiator

Fort Madison Board of Education

By Dan Davis - Its President

By Ray L. Fey - Its Chief Negotiator